



July 17, 2023

Grand County Commissioners
PO Box 37
Ephrata, WA 98823

RE: Permission for use of Courthouse steps, lawn, and small area of parking lot

Dear Commissioners;

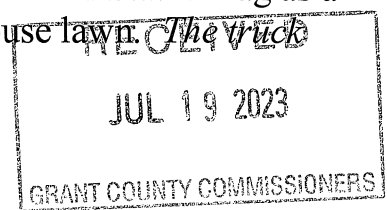
On December 18, 2001, Congress passed Public Law No. 107-89 designating September 11th as "Patriot Day". Then April 18, 2009, by Public Law 111-13, Congress requested the observance of September 11th as an annually recognized "National Day of Service and Remembrance". The American Legion Auxiliary and The American Legion, Art Semro Unit and Post 28 have held a special ceremony on September 11th for many years at the Grant County Courthouse; and, after 4 years of inability to hold a ceremony – we would very much like to have an extra special ceremony this year.

I've spoken to many of the involved groups such as the Sheriff's Office, Ephrata Police, Fire Department, our ambulance provider – American Medical Response, Grant County Dispatch, and most importantly – Tom Gaines, Central Services of Grant County Courthouse. A draft outline for the event of Sept 11, 2023 should be ready to send out to all involved sometime tomorrow, July 18th.

The plan includes displaying 300 banners of the fallen heroes of the war on terror. The exact description of the banners and how we'd like to set up the display is attached to this letter and is being sent to Mr. Gaines. The display would be put up early that Monday morning and would be taken down after the ceremony.

The ceremony will take place at 5:30pm, lasting approximately 45 minutes to an hour maximum. We would need to close off the front steps of the courthouse at 4:30pm to facilitate setting up the PA system. Our plan also would include placing a few chairs for the Honor Guard on the lawn by the Memorial on the north side; and 25-40 chairs for the participants and some of the elderly and disabled members of the audience.

The plan includes for the Fire Department to place one of their trucks in the parking lot on the north side of the courthouse to facilitate their displaying a large United States Flag as a backdrop for the Grant County Memorial on that side of the courthouse lawn. *The truck would NOT come on the lawn.*



We also are hoping that one of you will be able to be a part of the ceremony by placing a flag (which we will provide) in a flower basket by the memorial.

I look forward to working with you in putting on a ceremony which will honor all the men and women of our emergency services and military who served and are serving so we may enjoy our freedoms in safety. We will also encourage everyone to consider participating in charitable service thus being united in strengthening our community.

A Certificate of Insurance will be provided as soon as we know we have permission for the uses of Courthouse property as outlined. Please contact me we any questions or concerns you may have.

Yours In Service, For God and Country,

Jane Montaney

Jane Montaney, Patriot Day Ceremony Chairman,
American Legion Auxiliary, Art Semro Unit 28
204 Maringo Road Ephrata, WA 98823
jmontaney@yahoo.com 509-760-1433

2023 AGREEMENT REGARDING USE OF COUNTY PROPERTY FOR PUBLIC PURPOSE

This Agreement Regarding Use of County Property for a Public Purpose (“Agreement”) is entered into by and between GRANT COUNTY, (“COUNTY”), and AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28, a non-profit corporation duly formed and operating in the State of Washington.

I. Recitals

WHEREAS, the COUNTY is duly organized and operating under and by virtue of the State Constitution and the laws of the State of Washington;

WHEREAS, AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 is a non-profit corporation, duly organized and operating in the State of Washington;

WHEREAS, AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 desires to utilize COUNTY property (courthouse front lawn) for their event;

WHEREAS, the Board of County Commissioners (“BOCC”) have determined that it is desirable to allow the AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 use of the demised premises, the same commonly known as the Courthouse and immediate surrounding area and having a street address of 35 C Street NW, Ephrata, Washington.

II. Agreements

Based on the foregoing recitals, the parties to this Agreement hereby agree as follows:

1. The COUNTY does hereby allow AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 to use the demised premises for the limited purpose of the Patriot Day “National Day of Service and Remembrance” event, to be held on Monday, September 11, 2023 from 5:30 p.m. – 6:30 p.m.
2. AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 shall, at its own expense, and at all times material herein, use such demised premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Further, at all times material herein, AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 shall keep such demised premises free from debris, and preserve a standard of cleanliness as established by the COUNTY.
3. AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 shall indemnify and hold harmless the COUNTY from and against any and all claims, demands, causes of action, suits or judgments including but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal

agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the use and/or occupancy of the demised premises by AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28, its agents, servants, employees or invitees and/or AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28's failure to comply with any law of any governmental authority.

4. Insurance. Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than \$1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
5. Neither this Agreement, nor any claim arising hereunder, shall be assignable or delegable by either party in whole or in part. Further, AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 shall not assign, transfer, pledge, or lease any part of the demised premises.
6. This Agreement shall be governed and interpreted in accordance with the laws of the State of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. FURTHER: If any portion of this Agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect. In case of any dispute the prevailing party shall be entitled to an award of costs and reasonable attorney's fees as costs.
7. The failure of the COUNTY to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that the COUNTY may have and shall not be deemed a waiver of any subsequent breach or default by AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 concerning any terms and conditions contained in this Agreement.
8. No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. Unless otherwise specifically provided herein, no third party is intended to be benefitted by this Agreement.
9. This Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the COUNTY nor AMERICAN LEGION AUXILIARY ART SEMRO UNIT 28 shall be liable to the other for any representations made by any person concerning the

demised premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by both parties, or their lawful successors and assigns subsequent to the date hereof.

10. The undersigned warrant that they have the sole right and exclusive authority to execute this Agreement.

11. It is understood and agreed that this Agreement has been executed knowingly and voluntarily and that each party to this Agreement has had full opportunity for legal counsel prior to signing the Agreement. Each party to this Agreement agrees and represents that they have had the opportunity to read this Agreement, have had it fully explained to him or her by their counsel, understands and appreciates the foregoing words and terms and their effect, and signs this Agreement voluntarily of their own free will and accord.

APPROVED this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

Rob Jones, Chair

Cindy Carter, Vice-Chair


Danny E. Stone, Member

ATTEST:

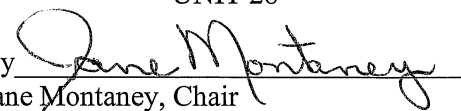
Barbara J. Vasquez, Clerk of the Board

Approved as to form:

_____, 2023.


Rebekah Kaylor
Chief Civil Deputy Prosecuting Attorney

AMERICAN LEGION
AUXILIARY ART SEMRO
UNIT 28

By 
Jane Montaney, Chair